

TERMS & CONDITIONS: PHILIPS KITCHEN APPLIANCES CHRISTMAS CASH BACK PROMOTION AUSTRALIA

1. These Terms and Conditions, together with the Philips Privacy Policy which is incorporated by reference into these Terms and Conditions (and available at www.philips.com.au/privacypolicy), and the Claim Form contain the entire understanding and agreement between the Promoter and the Claimant in relation to the Philips Kitchen Appliances Christmas Promotion ("**Promotion**" or "**Cash Back Offer**"). Information on how to make a claim and qualify for the Cash Back Offer forms part of these Terms and Conditions. Entry into the Promotion is deemed to be an acceptance of these Terms and Conditions.

Promoter

2. The Promoter is Philips Saeco Australia Pty Ltd (ABN 87 124 670 917) of 65 Epping Rd, North Ryde, NSW 2113 ("**Promoter**"). Claims will be processed by NET RESPONSE (ABN 61 074 595 887) of PO BOX 6422, BAULKHAM HILLS BC NSW 2153.

Promotional Period

2A The Promotion commences at 09.00am AEDT on 25 October 2016 and ends 11:59pm AEDT on 1 January 2017 ("**Promotional Period**"). All Claim Forms must be submitted by 5.00pm AEDT on 16 January 2017.

Eligibility and Participation

3. The Cash Back Offer is only open to individuals who are Australian residents 18 years and above ("**Claimant**"). Corporations, companies, body corporate bodies, groups, organisations and any other corporate bodies and non-corporate bodies are not eligible to participate.

4. Employees and the immediate families of the Promoter and of participating retailers and agencies associated with this Promotion are ineligible to participate in the Promotion. Immediate family means any of the following: spouse, de-facto spouse, child, step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. To submit a claim in the Cash Back Offer ("**Claim**"), the Claimant must:

- a) purchase an Eligible Philips Product(s) (as set out in Clause 12) from any participating Australian retail store nationally during the Promotional Period; Trade seconds products are excluded. Please check with the store whether it is participating in this Promotion;
- b) obtain and complete an official claim form from a participating store or by downloading and printing it from the Philips website at www.philips.com.au/promotions ("**Claim Form**");
- c) attach a copy of the fully paid purchase receipt and the original barcode (cut from the product's packaging) (together the **proof of purchase**) for the Eligible Philips Product(s) (if the Eligible Philips Product has not been delivered to the Claimant before the expiry of the Promotion Period due to no fault of the Claimant at the time of claim, then please note this on the Claim Form and attach a copy of the receipt only. Claimant should make a copy of their Claim Form and send the copy with the original barcode as soon as the Eligible Philips Product is received), note the Claim Form will not be processed until the barcode is received; and
- d) send the completed Claim Form, together with the proof of purchase (noting that in the case of late delivery of Eligible Philips Products, Claimants may need to send the receipt and barcode separately in accordance with paragraph c)) to: **PHILIPS KITCHEN APPLIANCES CHRISTMAS PROMOTION, PO BOX 6422, BAULKHAM HILLS BC, NSW 2153** so that it is received by the Promoter by 5.00pm AEST on 16 January 2017.

Claim Form and Proof of Purchase

6. Claim Forms are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt. The Promoter and its associated agencies or companies accept no responsibility for lost, late, incomplete, indecipherable or illegible or misdirected Claims.

7. Subject to Clause 5(c) Claim Forms received without the proof of purchase and Claim Forms received after 5.00pm AEDT on 16 January 2017 will be deemed invalid and will not be processed. Incomplete, indecipherable or illegible Claim Forms will also be deemed invalid.

8. The Promoter reserves the right to validate and check the authenticity of the Claim Form and purchase receipt, and to disqualify any Claimant for tampering with the claim process, or who submits a Claim that is not in accordance with these Terms and Conditions. Any Claims made with a stolen, forged, mutilated, unrecognised or tampered with proof of purchase will be deemed void.

9. Claimants must retain their original proof of purchase to claim their Cash Back Offer.

10. Failure to produce the proof of purchase when requested by the Promoter may, at the discretion of the Promoter, result in invalidation of the Claimant's Claim and forfeiture of the right to redeem the Cash Back Offer. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period.

Cash Back Offer

11. The Cash Back Offer is not valid in conjunction with any other promotional offer.

12. The Eligible Philips Products and the corresponding cash back values are as follows:

- a) 1 x Philips Airfryer XL HD9240/30 or HD9240/90 entitles a Claimant to \$50 cash back.
- b) 1 x Philips Airfryer Turbostar HD9621/11 entitles a Claimant to \$50 cash back.
- c) 1 x Philips Pasta & Noodle Maker with built in auto weigh HR2358/06 entitles a Claimant to \$50 cash back.
- d) 1 x Philips Pasta & Noodle Maker HR2357/06 entitles a Claimant to \$30 cash back.
- e) 1 x Philips All-In-One Cooker HD2178/60 entitles a Claimant to \$50 cash back.
- f) 1 x Philips All-In-One-Cooker HD2137/72 entitles a Claimant to \$30 cash back.

13. The Cash Back Offer will be available only during the Promotional Period.

14. Every valid Claim Form received will receive the cash back amount that corresponds to the model number of the Eligible Philips Products listed in Clause 12 above ("**Cash Back Amount**").

15. Payment of the Cash Back Amount will be made by cheque unless the Claimant has indicated a preference for Electronic Funds Transfer payment ("**EFT**") on their Claim Form. Payment of the Cash Back Amount via EFT will be made to the account identified on the Claimant's Claim Form provided that a valid Bank BSB and Bank Account Number have been provided. The Claimant must ensure that all details provided for the payment of the Cash Back Amount are correct. The Claimant is responsible for clearly providing correct Bank BSB and Bank Account Number and the Promoter will not be responsible for a banking institution rejecting a payment or any costs associated with locating these monies.

16. Claimants who have provided a valid email address and valid Claim Form will receive confirmation by email that they have successfully qualified for the Cash Back Offer.

17. Up to a total of 5 Claims in the Cash Back Offer are permitted per Claimant, subject to the following:

- a) only 1 Claim permitted for each Eligible Philips Product purchased; and
- b) a separate Claim Form for each Claim must be submitted in accordance with the requirements set out in Clause 5 and as detailed on the Claim Form.

Miscellaneous

18. The Cash Back Amount cannot be transferred, exchanged for any other product.

19. Any tax liability arising as a result of accepting any Cash Back Amount is the responsibility of the Claimant.

20. To the extent permitted by law, the Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or Claim Form to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to the Claimant's or any other person's computer related to or resulting from participation or downloading any materials in connection with this Promotion.

21. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

22. LIABILITY, INDEMNITY AND RELEASE: To the extent permitted by law, in consideration for the Promoter accepting the Claimant's Claim Form, the Claimant releases and forever discharges the Promoter from all claims that the Claimant may have or may have had but for this release arising from or in connection with any Claimant's participation in this Promotion and acceptance and use of the Cash Back Amount. The Claimant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any claim by any person (including but not limited to other Claimants in the Promotion), arising as a result of or in connection with the Claimant's participation in the Promotion.

23. In Clause 22 'any claim' means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

24. The Promoter's decisions are final and no correspondence will be entered into.

25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, acting reasonably, to the fullest extent permitted by law: a) to disqualify any Claimant; or b) to modify, suspend, terminate or cancel the Promotion (or any part of the Promotion), as appropriate.

26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non Excludable Guarantees, the Promoter and Koninklijke Philips N.V ("**Philips**") (including their respective officers, affiliated companies, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion. If the Promoter or Philips is able to limit the Claimant's remedy for a breach of a Non-Excludable Guarantee, the liability of Promoter or Philips (as the case may be) for breach of the Non-Excludable Guarantee is limited to one or more of the following at its option:

- a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or
- b) in the case of services offered under this manufacturer's warranty, the supplying of the services again, or the payment of the cost of having the services supplied again.

27. The Promoter's collection, use and disclosure of personal information ("**PI**") is subject to Philips the Privacy Policy (available at www.philips.com.au/privacypolicy) and is incorporated into this agreement. The Promoter collects PI in order to conduct the Promotion, and may for this purpose, disclose PI to third parties, including but not limited to agents, contractors and service providers and to any Government authorities and agencies. The cash back is conditional on providing this PI and without this PI, Promoter cannot process the Claim. If the Claimant opts-in by ticking the opt-in box at the time of submitting a Claim Form, Claimants consent to the information they submit with their Claim Form being entered into a database, of Koninklijke Philips N.V and/or its affiliate companies and this information may be used in any media, for future promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the Claimant, without any further reference or payment or other compensation to the Claimant. All PI of the Claimant will be stored by Koninklijke Philips N.V. and/or its affiliate companies and is subject to Philips Privacy Policy. A request to access, update or correct any information or to opt out of receiving any communications can be made through the Philips Privacy Policy website. Each Claim Form become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI overseas. By participating in this Promotion, individuals consent to the overseas transfer.

28. The Promoter shall have the right to assign, transfer or novate these Terms and Conditions, either in whole or in part ("**Assignment**") at any time upon notice and without the need for consent, to any present or future affiliate of the Promoter or any third party ("**Assignment Entity**"). Upon the effective date of any such Assignment, the Promoter shall be released and discharged from all obligations and liabilities under these Terms and Conditions, provided that the Promoter ensures that the Assignment Entity accepts all such obligations and liabilities. Such release and discharge shall be complete and shall not be altered by the termination of the affiliation (if any) between the Promoter and the Assignment Entity.

29. Any costs incurred by the Claimant associated with claiming the Cash Back Offer, including accessing the Philips' website, telephone enquiries in relation to the Cash Back Offer, and mailing the Claim Form are the sole responsibility of the Claimant.

30. Headings and subheadings are inserted for convenience only and shall not be used to interpret the text of these conditions in any way adverse to an interpretation in favour of the Promoter.

31. For more information, call 02 9912 4490 or visit www.philips.com.au/promotions for more details.